



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

November 21, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A DELEGATION OF DUTIES AND ASSIGNMENT  
OF RIGHTS OF FOUR HOUSEKEEPING SERVICES  
AGREEMENTS AND TWO AMENDMENTS**  
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached Amendment No. 1 to Housekeeping Services Agreement No. 75054 (Exhibit I) with Pedus Service (Pedus) to: a) assign the rights of the Agreement from Pedus to Servicon Systems, Inc. (Servicon); b) increase cleaning services for the warehouse at the Department of Health Services' (DHS) High Desert Health System (High Desert); and c) add housekeeping services at the Department of Public Health's (DPH) Acton and Warm Springs Health Clinics, all effective date of Board approval through August 31, 2009, with an option to extend on a month-to-month basis not to exceed six months through February 28, 2010. The cost for these additional services is \$494,257.92, which includes \$72,418.74 for the optional six-month extension and \$23,536.11 for the 5% Unscheduled Work Fund, and increases the total maximum obligation from \$4,719,060.60 to 5,213,318.52. Of the \$494,257.92 increase, \$110,361.42 is for the additional services for the High Desert warehouse and \$383,896.50 is for the services at Acton and Warm Springs Health Clinics.
2. Approve and instruct the Mayor to sign the attached Amendment No. 1 to Housekeeping Services Agreement Nos. 75053 and 75056 (Exhibits II and III) and Amendment No. 2 to Agreement No. 75055 (Exhibit IV) with Pedus to assign the rights of the Agreements to Servicon, effective date of Board approval through August 31, 2009, with an option to extend on a month-to-month basis not to exceed six months through February 28, 2010.
3. Approve and delegate authority to the Director of DHS to execute Amendment No. 2 to Housekeeping Services Agreement No. 75056 to add housekeeping services for DPH's Public Health Laboratory with a monthly maximum obligation not to exceed \$16,400 for an annual maximum obligation of \$196,800, which will be added to the current maximum obligation of \$5,431,407.36, effective upon relocation of the DPH's Public Health Laboratory to the new site at Rancho Los Amigos National Rehabilitation Center (Rancho) through August 31, 2009, with an option to extend on a month-to-month basis not to exceed six months through February 28, 2010.

**Bruce A. Chernof, MD**  
Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**William Loos, MD**  
Acting Senior Medical Officer

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PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Pedus has sold their housekeeping services division to Servicon. County Counsel and DHS have reviewed Pedus' and Servicon's business documents related to this action. Servicon has provided assurances that they are capable of providing high quality services in compliance with the requirements of the Joint Commission on Accreditation of Healthcare Organizations. Board approval of Amendment No. 1 to Agreement No. 75054 will assign the rights of the Agreement to Servicon.

In addition, Amendment No. 1 to Agreement No 75054 will increase housekeeping services at High Desert's warehouse. These services are needed to enhance the level of cleanliness for the medical supplies and pharmaceuticals that are stored in the warehouse.

On May 30, 2006 your Board approved the separation of the DPH from DHS. The Memorandum of Understanding (MOU) between DPH and DHS was fully executed by July 6, 2006, the effective date of the Board-adopted ordinances creating the new DPH. Appendix B.8, Agreements and Board Delegated Authority, states that... "For agreements such as custodial or environmental, which contain services to both DHS and DPH facilities, the department serving as the building landlord will continue to administer the agreement for the benefit of both departments, in consultation with the other....".

Although Acton and Warm Springs are part of the recently established DPH, DHS is retaining primary responsibility for this Proposition A contract. Under the Board approved MOU, the building landlord will administer the agreement for both Departments. However, in this case, although the building landlord is DPH, DHS will administer the Agreement for the benefit of both departments, in consultation with the other. DHS and DPH will mutually agree whether any future amendments or other Board actions will be done jointly or separately.

The Amendment will also add housekeeping services at DPH's Acton and Warm Springs Health Clinics. Over the years, housekeeping services at these Health Clinics were predominantly provided by non-housekeeping County staff and residents of the Antelope Valley Rehabilitation Centers (AVRCs). As a result of a State monitoring report of Acton and Warm Springs Health Clinics, DHS shifted the housekeeping responsibility for these Health Clinics from the AVRCs to High Desert. Since High Desert is regulated by Title 22, a section of the California Code of Regulations which establishes standards for the licensing and certification of health facilities, the Health Clinics must meet the more stringent cleaning standards required by Title 22.

The Department is also requesting delegated authority to amend Agreement No. 75056 to add housekeeping services at the new DPH's Public Health Laboratory to expedite the provision of these services once the laboratory is relocated to its new site at Rancho.

FISCAL IMPACT/FINANCING:

There is no fiscal impact as a result of the assignment of the four housekeeping services Agreements to Servicon. The fiscal impact for additional services under Agreement Nos. 75054 and 75056 is described below.

Since the last Board action of August 2004, a 2.5% Cost of Living Adjustment (COLA) was provided under each of the four Agreements, effective September 1, 2005, consistent with the terms of the Agreements, excluding Startup Equipment and Equipment Depreciation costs.

Agreement No. 75054

The additional cost of Amendment No. 1 is \$494,257.92 and increases the total maximum obligation from \$4,719,060.60 to \$5,213,318.52 through February 2010. The total amount includes the optional month-to-month extension, not to exceed six months through February 28, 2010, of \$72,418.74, and the 5% unscheduled work fund of \$23,536.11. The increase is detailed for each of the respective departments as follows:

DHS:

Of the \$494,257.92 increase, \$110,361.42 is to increase services at DHS' High Desert warehouse. The increase by Fiscal Years (FY) 2006-07 through 2009-10 is: \$19,808.46, \$33,957.36, \$33,957.36, and \$22,638.24, respectively.

Funding is included in DHS' ValleyCare FY 2006-07 Final Budget and will be requested in future fiscal years.

DPH:

Of the \$494,257.92 increase, \$191,948.25 is for the addition of DPH's Acton Health Clinic and \$191,948.25 is for the addition of DPH's Warm Springs Health Clinic. The increase by FY is: \$68,904.50, \$118,122.00, \$118,122.00, and \$78,748.00, respectively.

In the October 11, 2006 Chief Administrative Office's (CAO) Report on the Progress of the Separation of Public Health from the Department of Health Services, Attachment II summarized the actions taken by DPH and DHS to implement the new DPH, including the projected timeline for actions not yet completed. Item number 5 of Attachment II in reference to the development/completion of the AVRC's appendix to the DHS/DPH MOU indicated that other support services, including custodial services, were included in DHS' ValleyCare Network's FY 2006-07 Final Budget and that DHS would continue to provide these services to DPH's AVRCs. As this recommended action is an increase in services that was not previously known nor included in DHS' ValleyCare Network's FY 2006-07 Final Budget, a change to both department's budgets will be included in the CAO's mid-year budget.

Attachment II, item number 8 of the CAO's October 11, 2006 report indicates that additional adjustments will be developed consistent with the cost allocation methodologies related to program and administrative services provided by one department to the other. The CAO Report also indicates that adjustments to address the allocation of shared costs not identified in time to be included in the FY 2006-07 Supplemental Budget Changes would be submitted for Board action in a CAO mid-year budget adjustment.

Agreement No. 75056

DPH:

The additional cost of adding the DPH's Public Health Laboratory is a monthly maximum obligation not to exceed \$16,400 for an annual maximum obligation of \$196,800, effective upon relocation of the DPH's Public Health Laboratory to the new site at Rancho through August 31, 2009, with an option to extend on a month-to-month basis not to exceed six months through February 28, 2010.

Funding is included in DPH's FY 2006-07 Final Budget and will be requested in future fiscal years.

DHS and DPH will ensure compliance with the CAO Report's recommendations and the Board's recent motion prior to approving any future COLAs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 10, 2004, the Board approved four Proposition A, five-year Housekeeping Services Agreements (Nos. 75053, 75054, 75055, and 75056) with Pedus. The Agreements include delegated authority to extend the Agreements on a month-to-month basis not to exceed six months through February 28, 2010 and provision of a 5% monthly unscheduled work fund to be used for emergency or expanded services only.

Delegation and Assignment to Servicon

Pedus sold its housekeeping services division to Servicon. Servicon has provided janitorial services under contract to large aerospace companies for over 30 years. Servicon and the Service Employees International Union have already signed a collective bargaining agreement which is identical to the one that Pedus had with the union. Servicon has represented they will retain most of Pedus' management and services staff as further assurance that they will be able to provide high quality services. Employees' seniority, wages, and benefits will be the same as provided by Pedus. The documentation that Pedus and Servicon submitted related to the transfer of ownership has been reviewed by the Department's Contracts and Grants and Finance Divisions, and by County Counsel.

All four Agreements are being assigned to Servicon. For Agreement Nos. 75053 and 75055 there is no fiscal impact. Under Agreement No. 75053, housekeeping services are provided at Olive View-UCLA Medical Center, Mid-Valley Comprehensive Health Center, and Burbank, Glendale, North Hollywood, Pacoima, and San Fernando Health Centers. Under Agreement No. 75055, services are provided at Harbor-UCLA Medical Center, Long Beach Comprehensive Health Center, and Lomita Family Health Center. Both of these Agreements are being assigned to Servicon with no fiscal impact. Under Agreement Nos. 75054 and 75056, additional services will be provided as described below.

Agreement No. 75054

Under this Agreement, housekeeping services are provided at High Desert Health System, Antelope Valley Health Center, Lake Los Angeles Community Clinic, Littlerock Community Clinic, and South Valley Health Center.

The Department is requesting authority to amend the Agreement to increase housekeeping services at DHS' warehouse and add services at the DPH's Acton and Warm Springs Health Clinics. It was recently determined that the minimal housekeeping services included in the original agreement for DHS' warehouse are not sufficient to maintain the level of cleanliness required for pharmaceuticals and medical supplies.

In addition, although Acton and Warm Springs Health Clinics are part of the recently established DPH, DHS is retaining primary responsibility for this Proposition A contract. Under the Board approved MOU, the building landlord will administer the agreement for both departments. However, in this case, although the building landlord is DPH, DHS will administer the Agreement for the benefit of both departments, in consultation with the other. DHS and DPH will mutually agree whether any future amendments or other Board actions will be done jointly or separately.

As a result of a State monitoring report of Acton and Warm Springs Health Clinics, the Department determined that improved oversight could be accomplished by shifting the Health Clinics to the High Desert. High Desert is subject to Title 22 which imposes strict cleaning standards; accordingly, it is necessary for the Department to amend this Agreement to add housekeeping services at the Acton and Warm Springs Health Clinics to ensure that the Health Clinics also comply with Title 22 cleanliness requirements. The Acton and Warm Springs Health Clinics are open seven days per week from 7:00 a.m. to 5:30 p.m.

There are no custodial positions at either Acton or Warm Springs Health Clinics. In the past, simple housekeeping chores have been performed by residents and staff.

DHS' High Desert staff will provide contract oversight and monitoring for the Acton and Warm Springs Health Clinics.

#### Agreement No. 75056

Under this Agreement, housekeeping services are provided at El Monte Comprehensive Health Center, La Puente, Ruth Temple, and Whittier Health Centers, and the Administrative Offices at Commerce. The Department is requesting delegated authority to amend the Agreement to add housekeeping services for DPH's Public Health Laboratory when it begins to offer services at the refurbished 30,000 square foot building on Rancho's south campus. Although the laboratory is part of the recently established DPH, DHS retains primary responsibility for this Proposition A agreement. The estimated cost provides for staffing of four janitors and a supervisor.

Housekeeping services at the Public Health Laboratory located at the Department's Health Services Administration (HSA) building have been provided by two County employees. These two employees will fill current vacancies at the HSA building.

DPH Public Health Laboratory staff will provide contract oversight and monitoring for the Public Health Laboratory.

County Counsel has reviewed and approved the Amendments (Exhibits I, II, III, and IV) as to form.

Attachment A provides additional information.

The Honorable Board of Supervisors  
November 21, 2006  
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CONTRACTING PROCESS:

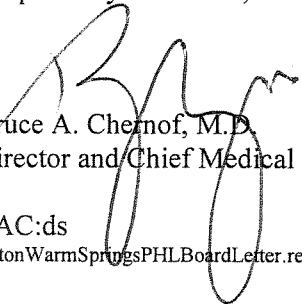
On October 22, 2003, DHS released a Proposition A, Housekeeping Services Request for Proposals for 19 DHS facilities. On August 10, 2004, the Board approved four Agreements with Pedus to provide housekeeping services at these facilities.

IMPACT ON CURRENT SERVICES:

The Board's approval of the recommended actions will add necessary housekeeping services for High Desert, Acton and Warm Springs Health Clinics and the Public Health Laboratory.

When approved, DHS requires four signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:ds  
ActonWarmSpringsPHLBoardLetter.rev.wpd

Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENTS

1. TYPE OF SERVICE:

Housekeeping services for Department of Health Services (DHS) and Department of Public Health (DPH) facilities.

2. AGENCY NAME/ADDRESS/CONTACT PERSON:

Pedus Service  
601 Potrero Grande Drive, Suite 300  
Monterey Park, CA 91755  
Contact: Enio Martinez  
Vice President of Operations  
Phone: (323) 837-0222  
Fax: (323) 837-0241

Servicon Systems, Inc.  
3965 Landmark Street  
Culver City, CA 90232-2315  
Contact: Michael Mahdesian, Board Chair  
Phone: (310) 204-5040  
Fax: (310) 204-5097

3. TERM:

Date of Board approval through August 31, 2009 with an optional month-to-month extension not to exceed six months through February 28, 2010.

4. FINANCIAL INFORMATION:

There is no fiscal impact to Agreement Nos. 75053 and 75055.

Agreement No. 75054

The additional cost of Amendment No. 1 is \$494,257.92 and increases the total maximum obligation from \$4,719,060.60 to \$5,213,318.52 through February 2010. The total amount includes the optional month-to-month extension, not to exceed six months through February 28, 2010, of \$72,418.74, and the 5% unscheduled work fund of \$23,536.11. The increase is detailed for each of the respective departments as follows:

DHS:

Of the \$494,257.92 increase, \$110,361.42 is to increase services at DHS' High Desert warehouse. The increase by Fiscal Years (FY) 2006-07 through 2009-10 is: \$19,808.46, \$33,957.36, \$33,957.36, and \$22,638.24, respectively.

Funding is included in DHS' ValleyCare FY 2006-07 Final Budget and will be requested in future fiscal years.

DPH:

Of the \$494,257.92 increase, \$191,948.25 is for the addition of DPH's Acton Health Clinic and \$191,948.25 is for the addition of DPH's Warm Springs Health Clinic. The increase by FY is: \$68,904.50, \$118,122.00, \$118,122.00, and \$78,748.00, respectively.

In the October 11, 2006 Chief Administrative Office's (CAO) Report on the Progress of the Separation of Public Health from the Department of Health Services, Attachment II summarized the actions taken by DPH and DHS to implement the new DPH, including the projected timeline for actions not yet completed. Item number 5 of Attachment II in reference to the development/completion of the Antelope Valley Rehabilitation Centers (AVRCs) appendix to the DHS/DPH MOU indicated that other support services, including custodial services, were included in DHS' ValleyCare Network's FY 2006-07 Final Budget and that DHS would continue to provide these services to DPH's AVRCs. As this recommended action is an increase in services that was not previously known nor included in DHS' ValleyCare Network's FY 2006-07 Final Budget, a change to each respective department's budgets will be included in the CAO's mid-year budget.

Additional adjustments will be developed consistent with the cost allocation methodologies related to program and administrative services provided by one department to the other and for the allocation of shared costs not identified in time to be included in the FY 2006-07 Supplemental Budget Changes. That these adjustments will be submitted for Board action in a CAO mid-year budget adjustment.

Agreement No. 75056

DPH:

The additional cost of adding DPH's Public Health Laboratory is a monthly maximum obligation not to exceed \$16,400 for an annual maximum obligation of \$196,800, effective upon relocation of the DPH's Public Health Laboratory to the new site at Rancho Los Amigos National Rehabilitation Center through August 31, 2009, with an option to extend on a month-to-month basis not to exceed six months through February 28, 2010.

Funding is included in DPH's FY 2006-07 Final Budget and will be requested in future fiscal years.

5. ACCOUNTABLE FOR CONTRACT MONITORING:

Administrative staff for each DPH and DHS facility.

6. APPROVALS:

DHS Harbor-UCLA Medical Center:  
DHS LAC+USC Medical Center:  
DHS Olive View-UCLA Medical Center:  
Department of Public Health:  
DHS Contracts and Grants Division:  
County Counsel:

Tecla A. Mickoseff, Chief Executive Officer  
Pete Delgado, Chief Executive Officer  
Melinda Anderson, Chief Executive Officer  
John F. Schunhoff, Ph.D., Acting Chief Deputy  
Cara O'Neill, Chief  
Elizabeth J. Friedman, Senior Deputy

Contract No. 75054-1

## Amendment No. 1

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase services at High Desert Health System, add

the Acton and Warm Springs Health Clinics, and to provide for the changes set forth herein; and

WHEREAS, Agreement provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Effective date of Board approval, County consents to the assignment of rights and delegation of duties under Pedus Service Agreement No. 75054 to Servicon.

2. All payments due under Agreement prior to November 30, 2006 shall be paid to Pedus Service. Thereafter, any payments due upon receipt of correct invoice shall be paid to Contractor.

3. County consents to such Assignment and Delegation.

4. All of Pedus Service's rights and duties under Agreement are assigned and delegated to Contractor effective on the date of Board approval. Contractor hereby accepts and assumes all said rights and responsibilities under the Agreement.

5. EXHIBIT A-1a, EXHIBIT A-6, and EXHIBIT A-7 shall be added to the Agreement, as attached hereto and incorporated by reference.

6. EXHIBIT B-1b shall replace EXHIBIT B-1a, as attached hereto and incorporated herein by reference.

7. EXHIBIT B-6 and EXHIBIT B-7 shall be added to the Agreement, as attached hereto and incorporated by reference.

8. Subparagraph 5.1, of Paragraph 5.0, CONTRACT SUM, of the body of the Agreement is amended by changing the amount of the Contract Sum from "\$4,007,829.60" to "\$5,117,363.67".

9. Subparagraph 5.7, Unscheduled Work Fund, of Paragraph 5.0, CONTRACT SUM, of the body of the Agreement is amended by

changing the amount of the Monthly Unscheduled Work Fund of 5% from "\$3,845.31" to "\$4,500". The phrase "of 5%" shall be revised to read "of up to 5% of the original Contract amount at time of Board approval".

10. Subparagraph 8.1, ASSIGNMENT AND DELEGATION, of Paragraph 8.0, STANDARD TERMS AND CONDITIONS, of the body of the Agreement is revised to read as follows:

"8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

11. Subparagraph 8.13, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of Paragraph 8.0, STANDARD TERMS AND CONDITIONS, of the body of the Agreement is revised to read as follows:

"8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only

with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or

practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an

opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management;

(3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of

debarment or terminate the debarment.  
The Contractor Hearing Board shall  
present its proposed decision and  
recommendation to the Board of  
Supervisors. The Board of Supervisors  
shall have the right to modify, deny,  
or adopt the proposed decision and  
recommendation of the Contractor  
Hearing Board.

8.13.5 Subcontractors of Contractor  
These terms shall also apply to  
Subcontractors of County Contractors."

12. Except for the changes set forth hereinabove,  
Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Approval of Assignment of Rights  
and Delegation of Duties to be subscribed by its Mayor of said

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Board, and Pedus Service and Servicon Systems, Inc., have caused the same in their respective behalf by their duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

PEDUS SERVICE

Assignor  
By [Signature]  
Signature  
Edward T. McIntyre  
Printed Name  
Title PRESIDENT  
(AFFIX CORPORATE SEAL)

SERVICON SYSTEMS, INC.

Assignee  
By [Signature]  
Signature  
MICHAEL MAHDESIAN  
Printed Name  
Title CHAIRMAN AND CEO  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

Contract 75056 Amend No 1: ds 10/16/06

**Los Angeles County High Desert Health System  
Infection Control  
Updated August 21, 2006**

<b>Environmental Services Cleaning of Warehouse Proposed Contract Language</b>	
<b>Task</b>	<b>Frequency</b>
<b>Temperature Controlled, Secured, Clean Storage Room for Opened Cases</b>	
Floor -Dust controlled sweep and mop	Daily Monday – Friday & as needed
Floor – Strip & Wax *	Annually *
Horizontal surfaces, dusting	Weekly & as needed
Walls/Interior Windows & Ceilings	Monthly & as needed
<b>Temperature Controlled, Secured Storage Room for Unopened Cases</b>	
Floor - Dust controlled sweep and mop	Daily Monday – Friday & as needed
Floor – Strip & Wax *	Annually *
Horizontal surfaces, dusting	Monthly & as needed
Walls/Interior Windows, Window Sills & Ceilings/Lights controlled dusting	Quarterly & as needed
<b>Main Warehouse Storage Area</b>	
Floor - Dust controlled sweep and mop	Daily Monday – Friday & as needed
Horizontal Surfaces	Monthly & as needed
Walls/Interior Windows, Window Sills and Ceilings/Lights controlled dusting	Quarterly & as needed
<p>* Per Environmental Services Supervisor the need and frequency for floors in these two areas to be stripped and waxed is unknown and still to be determined. Floor sealing treatment is not yet completed and this requirement and /or need and its frequency are unknown at this time.</p>	

EXHIBIT A-6

**STATEMENT OF WORK  
FOR  
ACTON HEALTH CLINIC**

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## **STATEMENT OF WORK (SOW) ACTON HEALTH CLINIC**

### **I. INTRODUCTION:**

Maintain the Acton Health Clinic (AHC) in a safe, clean, orderly, and attractive manner that meets all regulatory and industry standards.

### **II. HOURS OF OPERATION:**

AHC Hours of Operation will be seven (7) days a week from 7:00 a.m. to 5:30 p.m. Required weekend coverage for Level 1 intensity areas will be from 10:00 a.m. – 5:30 p.m. The Business Office and Admission Hours are 8:00 a.m. – 5:00 p.m. Monday through Friday. The hours are subject to change at the discretion of the County.

### **III. SPECIFIC TASKS BY LEVEL OF INTENSITY:**

#### **Level 1 Intensity**

1. Acton Health Clinic (an Ambulatory Care Clinic)-One clinic module providing the following services:
  - a) Primary Care (Adult) Walk-in Medical Services

#### **Level 3 Intensity**

1. Floor Mats
2. Sidewalks, Ramps, Sides of Buildings
3. Solid Waste Collection and Removal to main dumpster
4. Wheel Chairs
5. Interior Windows

### **IV. SPECIFIC TASKS AND FREQUENCY:**

Routine housekeeping tasks include interior window washing only, light fixture cleaning, rubbish removal services, paper and cardboard recycling program.

#### **LEVEL 1 INTENSITY**

Contractor shall provide the following services at the identified frequency:

Floor Maintenance Requirements:

	TASK	FREQUENCY
1.	Sweep floors.	Daily and as needed during Hours of Operation.
2.	Wet mop all floors.	Daily and as needed during Hours of Operation.
3.	Sweep with a dust control tool all non-carpeted areas, corners, baseboards, and inaccessible areas.  Keep baseboards free of dust, splash marks, and old seal.	Three (3) times per week and as needed.
4.	Spot mop and clean body fluids, spills, and glass. Contain and clean hazardous and biohazardous waste spills, per Facility procedure.	Stat and as needed.
5.	Vacuum carpets.	Daily and as needed.
6.	Check and remove spots and stains from carpeted areas.	Three (3) times per week and as needed in heavy traffic areas.
7.	Buff floors and apply floor finish.	Once per week after Hours of Operation and as needed.
8.	Scrub or strip and seal and finish all floors.	Quarterly after Hours of Operation and as needed.
9.	Clean carpet (shampooing and extracting as appropriate).	Quarterly after Hours of Operation and as needed.

Finishing Work Requirements:

Will be scheduled in a manner not to interfere or disturb patient care.

	TASK	FREQUENCY
1.	Damp dust countertops and cabinet faces.	Daily and as needed.
2.	Clean and polish drinking fountains	Daily and as needed.

3.	<p>Clean and damp dust all furnishings, fixtures, equipment (including wheels), and patient care equipment (when not in use) to include but not limited to:</p> <ul style="list-style-type: none"> <li>- chairs</li> <li>- linen hampers</li> <li>- carts</li> <li>- wheelchairs</li> <li>- exam tables</li> <li>- television sets</li> <li>- telephone</li> <li>- fire extinguishers</li> <li>- countertops</li> <li>- furniture/fittings</li> <li>- external surfaces of lockers and cabinets</li> <li>- vents</li> <li>- Window sills and ledges</li> <li>- miscellaneous equipment, including but not limited to, such items as IV poles, IV pumps, scales, exam stools, wall instruments,</li> <li>- Wheels on all rolling items – remove dirt and debris.</li> </ul>	<p>Damp dust daily.</p> <p>Clean weekly and as needed.</p>
4.	Vacuum upholstered furnishings	Weekly and as needed.
5.	Steam clean upholstered furnishings.	Quarterly and as needed.
6.	Clean glass and stainless steel, to include but not limited to metal kick plates, railings, wall corner coverings, door handles, doorframes and footplates, portable chart racks, I.V. stands, and wheelchairs.	Daily and as needed.
7.	Clean exterior surfaces and interior of refrigerators and microwaves.	Weekly and as needed.
8.	Spot clean finger marks, smears, from vertical surfaces (walls, doors). Clean graffiti when cleared by Nurse in Charge.	Daily and as needed.

9.	Clean vertical surfaces (walls, doors, doorjamb).	Daily and as needed.
10.	Dust and/or wash all horizontal surfaces to maintain a dust free surface.	Three (3) times per week and as needed.
11.	Dust/clean the inside of cabinet surfaces.	Monthly and as needed.
12.	Damp dust all high level items, to include but not limited to: ledges, fittings, unoccupied closets, lights, ceiling light fixtures, direction and exit signs, air duct grills, fans.	Weekly and as needed.
13.	Dust ceilings	Quarterly and as needed.
14.	Damp dust and/or vacuum mini blinds and window shades.	Weekly and as needed.
15.	Dust electrical equipment (only if not connected to patients)	Once daily and as needed.
16.	Damp dust countertops of all work rooms (e.g. utility rooms) and hopper areas with germicidal solution.	Once daily and as needed.
17.	Steam and thermal clean stretchers, wheelchairs, and other mobile equipment, as identified by facility.	Bi-monthly and as needed.

Terminal Cleaning of Patient Areas following Communicable Disease Exposure:

Contractor understands and agrees that for purposes of this Section of the SOW, terminal cleaning shall be defined, as routine cleaning required for Level I.

Contractor shall follow isolation procedures for all custodial cleaning activities as approved by the Infection Control Committee and written in the Infection Control Manual.

	TASK	FREQUENCY
1	Complete routine cleaning. Contractor shall fully comply with Level 1 cleaning requirements and procedures; and in particular, shall closely follow Level 1 procedures for	As requested by Supervising Nurse or Charge Nurse.

	<b>TASK</b>	<b>FREQUENCY</b>
	cleaning exam tables, door handles, fixtures, any potentially contaminated surfaces, etc.	

Clinic Hours of Operation are established by clinic administrators and will be maintained seven (7) days/week.

Housekeeping coverage will be provided during regular AHC Hours of Operation.

Day shift service – 7 days a week

	<b>TASK</b>	<b>FREQUENCY</b>
1.	Remove and dispose of trash.	As needed.
2.	Check hourly and clean all restrooms, and replenish supplies.	Daily and as needed.
3.	Check hourly and spot clean waiting rooms and public areas.	Daily and as needed.
4.	Clean designated offices during day hours per Level 1 services.	Daily and as needed.
5.	Clean up spills.	As needed.
6.	Clean treatment areas.	Daily and as needed.

Public Restroom Cleaning:

	<b>TASK</b>	<b>FREQUENCY</b>
1.	Clean restroom fittings.	Daily.
2.	Clean and disinfect urinals, basins, toilet seats, and toilet paper fittings and sinks.	Daily and as needed.
3.	Replenish toilet paper, in all restrooms.	Daily and as needed.
4.	Replenish hand soap.	Daily and as needed.
5.	Damp mop floors.	Daily.

	TASK	FREQUENCY
6.	Dust low level ledges.	Daily.
7.	Clean and polish bright metal and mirrors.	Daily.
8.	Remove marks from walls, doors and partitions.	Daily.

### LEVEL 3 INTENSITY

Contractor shall provide the following services at the identified frequency:

	TASK	FREQUENCY
1.	Wash floor mats at all entryways and under drinking fountain.	Monthly and as needed.

### Level 3 – Interior Window Washing Services: Bi-annually or as needed

Indoor window washing services shall occur between 7:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays, at which time services shall be provided before or after such holidays.

In the performance of such services, the Contractor shall:

1. Cover books, papers, flowerpots, or other items on window ledges or sills. Cover furniture such as desks, tables, cabinets, or any other item in front of windows. Cover all office furniture that cannot be moved with plastic cover. The window washer shall not stand on top of furniture. Upon completion of washing windows, return all items that were moved to their original location.
2. Wash all interior glass or mirrors, sky lights metal frames, metal louvers, porcelain panels, inside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, and outside building surfaces, such as marble and other smooth surfaces.
3. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and watermarks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
4. Remove all cleaning equipment from areas after completion of work.
5. Immediately report to Administrator all broken windows, mirrors, etc., or otherwise non-functioning window opening and closing mechanisms.

6. Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Orders," issued by the Division of Industrial Safety of the State of California. Equipment such as ladders, scaffolds, safety belts, lifts, etc., shall meet California OSHA Safety Standards.
7. When working overhead, secure area with caution tape or barricades to prevent the public from walking into the working area.
8. Use approved personal protective equipment (e.g. gloves, eye protection) if acid or other corrosive substances are used to clean glass, metal frames, etc.
9. All windows shall be cleaned bi-annually or as needed.

Sidewalks, Ramps, and Sides of Building:

	TASK	FREQUENCY
1.	Remove all trash from outside trash containers, wash containers and replace bag, and transport trash to disposal area.	Daily and as needed.
2.	Empty all outside ashtrays and clean.	Daily and as needed.
3.	Wash down all spills on sidewalks and remove chewing gum.	Daily and as needed.
4.	Keep entryways and exits free of insects and dust.	Monthly and as needed.
5.	Sweep and/or hose sidewalks and courtyards paralleling the front, rear, and sides of the building and main entry walk.	Daily and as needed.

Miscellaneous Chores:

Where specific instructions and frequencies have not been previously stated.

	TASK	FREQUENCY
1.	<ul style="list-style-type: none"><li>a. Replace furniture to usual place after cleaning an area.</li><li>b. Clean and disinfect all telephones; spot clean walls.</li><li>c. Clean and polish all water fountains. Report all plumbing, floors, walls, doors and other items needing repairs to Charge Nurse. Secure and barricade areas and post warning or directional signs when cleaning floors, walls, or ceilings to protect patients, public and employees from possible injury.</li></ul>	Daily and as needed.

**V. CONSUMABLE SUPPLIES:**

The contractor will supply all the products, including cleaning, paper, and walk off mats.

**VI. DESCRIPTION OF FACILITY (MEASUREMENTS AND FLOOR PLANS):**

The facility description and a floor plan are attached.

LM:06/30/06Final

## **FACILITY DESCRIPTION**

### **FOR**

## **ACTON HEALTH CLINIC**

1. The Acton Health Clinic (AHC) is located at 30500 Arrastre Canyon Road, Acton, CA 93510. The AHC currently provides the following services:

- Rehabilitation Services
- Culinary
- Building Crafts/Maintenance
- Transportation
- Financial Services
- Administrative/Clerical

The AHC provides 24-hour residential care and alcohol and other drug treatment services seven day per week from 7:00 a.m. – 5:30 p.m.

The Business Office and Admission hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.

The hours are subject to change at the discretion of the County.

2. Service Volumes

The AHC is a co-ed facility with a licensed capacity of 309 beds. In FY 2003-04, there were a total of 1,885 patients admitted to the facility. In addition, the AHC provided approximately 49,170 patient visits including nurse visits.

3. Number and Type of Facility

The AHC is a County owned and operated property. The Housekeeping contractor will be responsible for cleaning the AHC. Total building square footage for cleaning purposes is approximately 3,748.

LM:06/30/06

**3748 SQ. FT.**

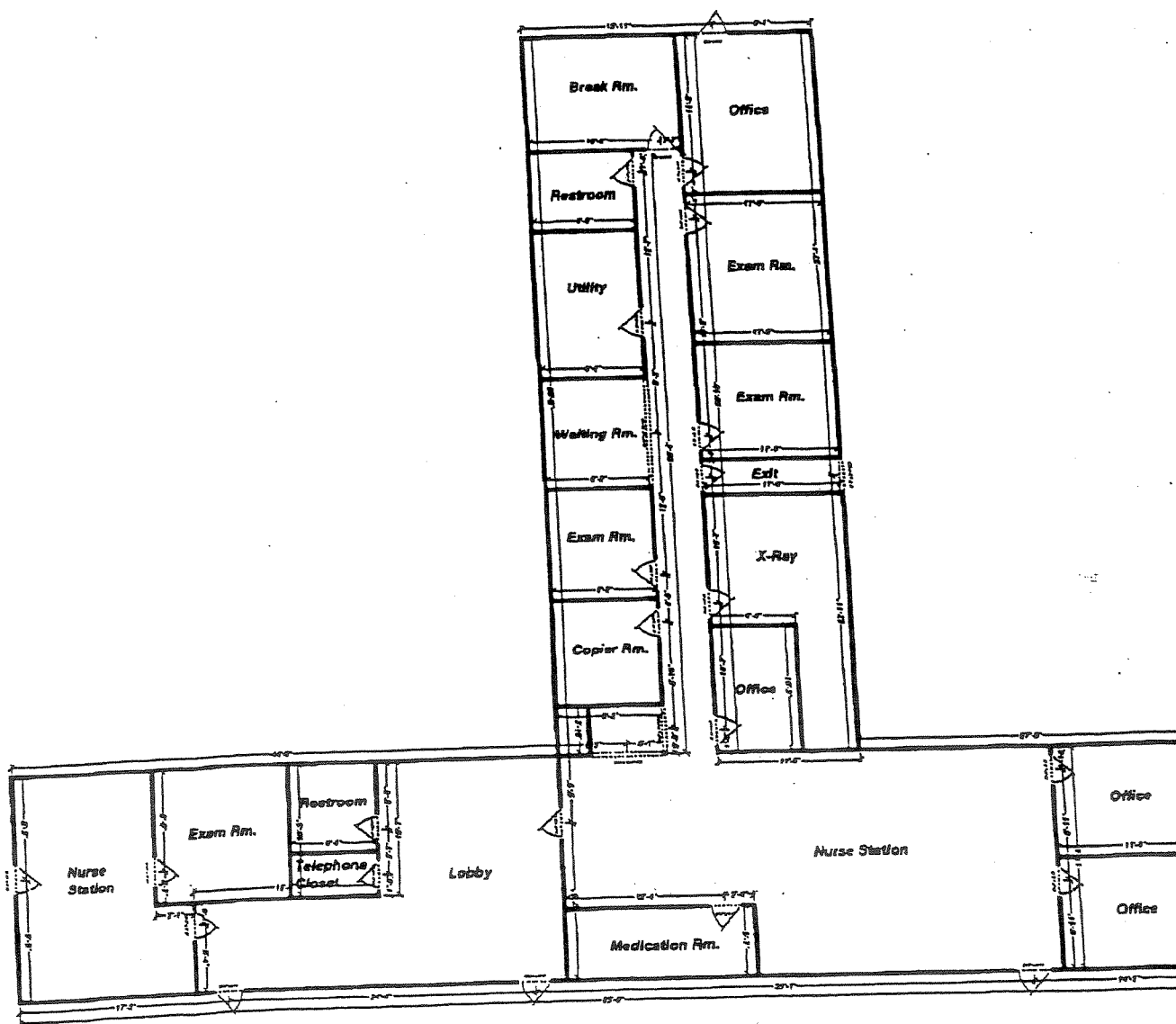


EXHIBIT A-7

**STATEMENT OF WORK  
FOR  
WARM SPRINGS HEALTH CLINIC**

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## **STATEMENT OF WORK (SOW) WARM SPRINGS HEALTH CLINIC**

### **I. INTRODUCTION:**

Maintain the Warm Springs Health Clinic (WSHC) in a safe, clean, orderly, and attractive manner that meets all regulatory and industry standards.

### **II. HOURS OF OPERATION:**

WSHC Hours of Operation will be seven (7) days a week from 7:00 a.m. to 5:30 p.m. Required weekend coverage for Level 1 intensity areas will be from 10:00 a.m. – 5:30 p.m. The Business Office and Admission Hours are 8:00 a.m. – 5:00 p.m. Monday through Friday. The hours are subject to change at the discretion of the County.

### **III. SPECIFIC TASKS BY LEVEL OF INTENSITY:**

#### **Level 1 Intensity**

1. Warm Springs Health Clinic (an Ambulatory Care Clinic)-One clinic module providing the following services:
  - a) Primary Care (Adult) Walk-in Medical Services

#### **Level 3 Intensity**

1. Floor Mats
2. Sidewalks, Ramps, Sides of Buildings
3. Solid Waste Collection and Removal to main dumpster
4. Wheel Chairs
5. Interior Windows

### **IV. SPECIFIC TASKS AND FREQUENCY:**

Routine housekeeping tasks include interior window washing only, light fixture cleaning, rubbish removal services, paper and cardboard recycling program.

#### **LEVEL 1 INTENSITY**

Contractor shall provide the following services at the identified frequency:

Floor Maintenance Requirements:

	TASK	FREQUENCY
1.	Sweep floors.	Daily and as needed during Hours of Operation.
2.	Wet mop all floors.	Daily and as needed during Hours of Operation.
3.	Sweep with a dust control tool all non-carpeted areas, corners, baseboards, and inaccessible areas.  Keep baseboards free of dust, splash marks, and old seal.	Three (3) times per week and as needed.
4.	Spot mop and clean body fluids, spills, and glass. Contain and clean hazardous and biohazardous waste spills, per Facility procedure.	Stat and as needed.
5.	Vacuum carpets.	Daily and as needed.
6.	Check and remove spots and stains from carpeted areas.	Three (3) times per week and as needed in heavy traffic areas.
7.	Buff floors and apply floor finish.	Once per week after Hours of Operation and as needed.
8.	Scrub or strip and seal and finish all floors.	Quarterly after Hours of Operation and as needed.
9.	Clean carpet (shampooing and extracting as appropriate).	Quarterly after Hours of Operation and as needed.

Finishing Work Requirements:

Will be scheduled in a manner not to interfere or disturb patient care.

	TASK	FREQUENCY
1.	Damp dust countertops and cabinet faces.	Daily and as needed.
2.	Clean and polish drinking fountains	Daily and as needed.

3.	<p>Clean and damp dust all furnishings, fixtures, equipment (including wheels), and patient care equipment (when not in use) to include but not limited to:</p> <ul style="list-style-type: none"> <li>- chairs</li> <li>- linen hampers</li> <li>- carts</li> <li>- wheelchairs</li> <li>- exam tables</li> <li>- television sets</li> <li>- telephone</li> <li>- fire extinguishers</li> <li>- countertops</li> <li>- furniture/fitings</li> <li>- external surfaces of lockers and cabinets</li> <li>- vents</li> <li>- window sills and ledges</li> <li>- miscellaneous equipment, including but not limited to, such items as IV poles, IV pumps, scales, exam stools, wall instruments,</li> <li>- wheels on all rolling items – remove dirt and debris.</li> </ul>	<p>Damp dust daily.</p> <p>Clean weekly and as needed.</p>
4.	Vacuum upholstered furnishings.	Weekly and as needed.
5.	Steam clean upholstered furnishings.	Quarterly and as needed.
6.	Clean glass and stainless steel, to include but not limited to metal kick plates, railings, wall corner coverings, door handles, doorframes and footplates, portable chart racks, I.V. stands, and wheelchairs.	Daily and as needed.
7.	Clean exterior surfaces and interior of refrigerators and microwaves.	Weekly and as needed.
8.	Spot clean finger marks, smears, from vertical surfaces (walls, doors). Clean graffiti when cleared by Nurse in Charge.	Daily and as needed.

9.	Clean vertical surfaces (walls, doors, doorjamb).	Daily and as needed.
10.	Dust and/or wash all horizontal surfaces to maintain a dust free surface.	Three (3) times per week and as needed.
11.	Dust/clean the inside of cabinet surfaces.	Monthly and as needed.
12.	Damp dust all high level items, to include but not limited to: ledges, fittings, unoccupied closets, lights, ceiling light fixtures, direction and exit signs, air duct grills, fans.	Weekly and as needed.
13.	Dust ceilings	Quarterly and as needed.
14.	Damp dust and/or vacuum mini blinds and window shades.	Weekly and as needed.
15.	Dust electrical equipment (only if not connected to patients)	Once daily and as needed.
16.	Damp dust countertops of all work rooms (e.g. utility rooms) and hopper areas with germicidal solution.	Once daily and as needed.
17.	Steam and thermal clean stretchers, wheelchairs, and other mobile equipment, as identified by facility.	Bi-monthly and as needed.

Terminal Cleaning of Patient Areas following Communicable Disease Exposure:

Contractor understands and agrees that for purposes of this Section of the SOW, terminal cleaning shall be defined, as routine cleaning required for Level I.

Contractor shall follow isolation procedures for all custodial cleaning activities as approved by the Infection Control Committee and written in the Infection Control Manual.

	TASK	FREQUENCY
1	Complete routine cleaning. Contractor shall fully comply with Level 1 cleaning requirements and procedures; and in particular, shall closely follow Level 1 procedures for	As requested by Supervising Nurse or Charge Nurse.

	<b>TASK</b>	<b>FREQUENCY</b>
	cleaning exam tables, door handles, fixtures, any potentially contaminated surfaces, etc.	

Clinic Hours of Operation are established by clinic administrators and will be maintained seven (7) days/week.

Housekeeping coverage will be provided during regular WSHC Hours of Operation.

Day shift service – 7 days a week

	<b>TASK</b>	<b>FREQUENCY</b>
1.	Remove and dispose of trash.	Daily and as needed.
2.	Check hourly and clean all restrooms, and replenish supplies.	Daily and as needed.
3.	Check hourly and spot clean waiting rooms and public areas.	Daily and as needed.
4.	Clean designated offices during day hours per Level 1 services.	Daily and as needed.
5..	Clean up spills.	As needed.
6.	Clean treatment areas	Daily and as needed.

Public Restroom Cleaning:

	<b>TASK</b>	<b>FREQUENCY</b>
1.	Clean restroom fittings.	Daily.
2.	Clean and disinfect urinals, basins, toilet seats, and toilet paper fittings and sinks.	Daily and as needed.
3.	Replenish toilet paper, in all restrooms.	Daily and as needed.
4.	Replenish hand soap.	Daily and as needed.
5.	Damp mop floors.	Daily.

	<b>TASK</b>	<b>FREQUENCY</b>
6.	Dust low level ledges.	Daily.
7.	Clean and polish bright metal and mirrors.	Daily.
8.	Remove marks from walls, doors and partitions.	Daily.

### LEVEL 3 INTENSITY

Contractor shall provide the following services at the identified frequency:

	<b>TASK</b>	<b>FREQUENCY</b>
1.	Wash floor mats at all entryways and under drinking fountain.	Monthly and as needed.

### Level 3 – Interior Window Washing Services: Bi-annually or as needed

Indoor window washing services shall occur between 7:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays, at which time services shall be provided before or after such holidays.

In the performance of such services, the Contractor shall:

1. Cover books, papers, flowerpots, or other items on window ledges or sill. Cover furniture such as desks, tables, cabinets, or any other item in front of windows. Cover all office furniture that cannot be moved with plastic cover. The window washer shall not stand on top of furniture. Upon completion of washing windows, return all items that were moved to their original location.
2. Wash all interior glass or mirrors, sky lights metal frames, metal louvers, porcelain panels, inside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, and outside building surfaces, such as marble and other smooth surfaces.
3. Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows. Remove streaks and watermarks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.
4. Remove all cleaning equipment from areas after completion of work.
5. Immediately report to Administrator all broken windows, mirrors, etc., or otherwise non-functioning window opening and closing mechanisms.

6. Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Orders," issued by the Division of Industrial Safety of the State of California. Equipment such as ladders, scaffolds, safety belts, lifts, etc., shall meet California OSHA Safety Standards.
7. When working overhead, secure area with caution tape or barricades to prevent the public from walking into the working area.
8. Use approved personal protective equipment (e.g. gloves, eye protection) if acid or other corrosive substances are used to clean glass, metal frames, etc.
9. All windows shall be cleaned bi-annually or as needed.

Sidewalks, Ramps, and Sides of Building:

	<b>TASK</b>	<b>FREQUENCY</b>
1.	Remove all trash from outside trash containers, wash containers and replace bag, and transport trash to disposal area.	Daily and as needed.
2.	Empty all outside ashtrays and clean.	Daily and as needed.
3.	Wash down all spills on sidewalks and remove chewing gum.	Daily and as needed.
4.	Keep entryways and exits free of insects and dust.	Monthly and as needed.
5.	Sweep and/or hose sidewalks and courtyards paralleling the front, rear, and sides of the building and main entry walk.	Daily and as needed.

Miscellaneous Chores:

Where specific instructions and frequencies have not been previously stated.

	TASK	FREQUENCY
1.	<ul style="list-style-type: none"><li>a. Replace furniture to usual place after cleaning an area.</li><li>b. Clean and disinfect all telephones; spot clean walls.</li><li>c. Clean and polish all water fountains. Report all plumbing, floors, walls, doors and other items needing repairs to Charge Nurse. Secure and barricade areas and post warning or directional signs when cleaning floors, walls, or ceilings to protect patients, public and employees from possible injury.</li></ul>	Daily and as needed.

**V. CONSUMABLE SUPPLIES:**

The contractor will supply all the products, including cleaning, paper, and walk off mats.

**VI. DESCRIPTION OF FACILITY (MEASUREMENTS AND FLOOR PLANS):**

The facility description and a floor plan are attached.

LM:06/30/06Final

**FACILITY DESCRIPTION**  
**FOR**  
**WARM SPRINGS HEALTH CLINIC**

1. The Warm Springs Health Clinic (WSHC) is located at 38200 N. Lake Hughes Road, Castaic, CA 91310. The WSHC currently provides the following services:

Rehabilitation Services  
Culinary  
Building Crafts/Maintenance  
Transportation  
Financial Services  
Administrative/Clerical

The WSHC provides 24-hour residential care and alcohol and other drug treatment services seven day per week from 7:00 a.m. – 5:30 p.m.

Business, Office, and Admission hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.

The hours are subject to change at the discretion of the County.

2. Service Volumes

The WSHC is a men only program with a licensed capacity of 199 beds. In FY 2003-04, there were a total of 1,126 patients admitted to the facility. In addition, the WSHC provided approximately 45,160 patient visits including nurse visits.

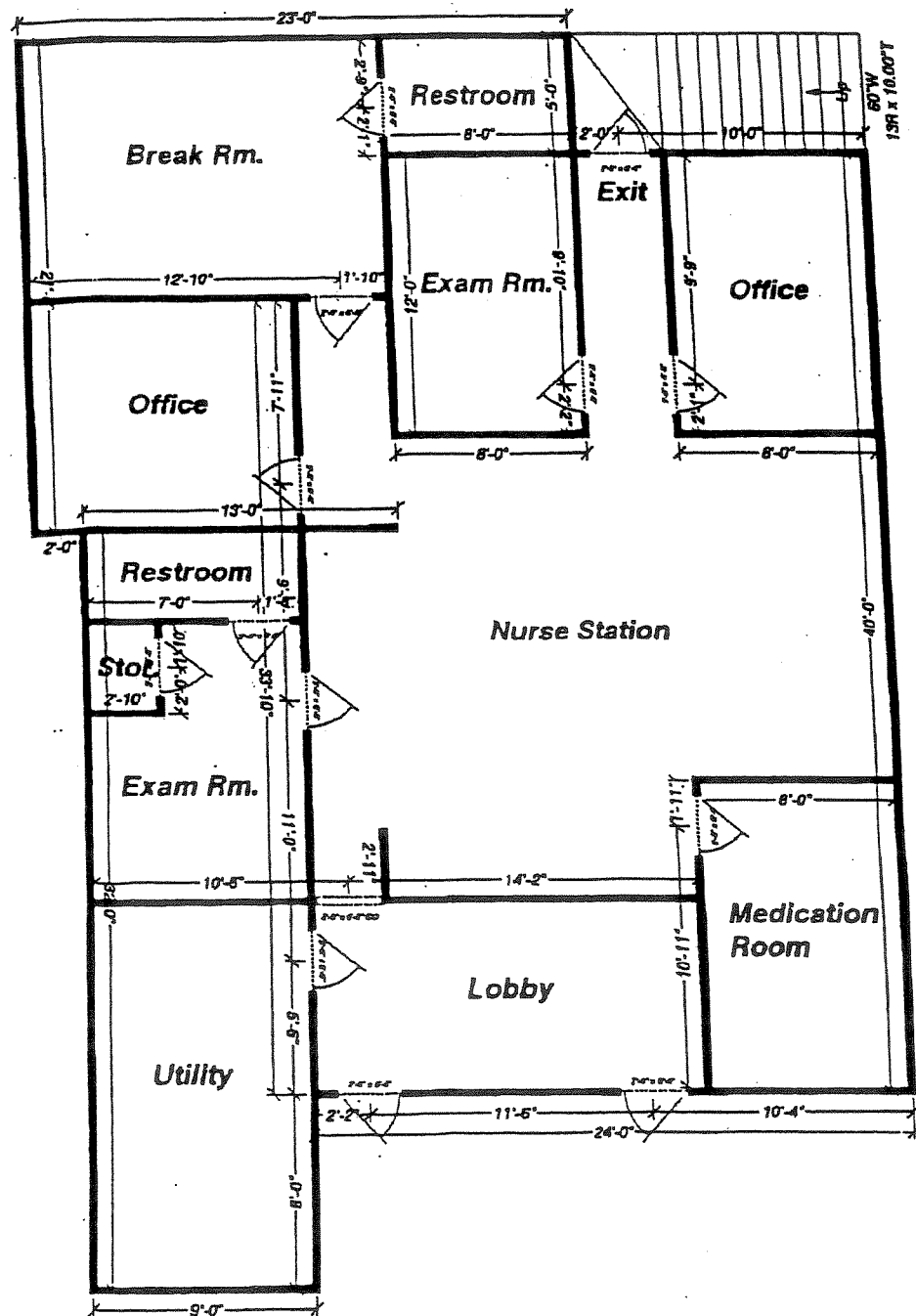
3. Number and Type of Facility

The WSHC is on leased property with the United States Forest Service. The Housekeeping contractor will be responsible for cleaning the WSHC. Total building square footage for cleaning purposes is approximately 1,739.

LM:06/30/06

# WARM SPRINGS HEALTH CLINIC

1739 SQ. FT.



**BUDGET SHEET FOR HOUSEKEEPING SERVICES****AT: High Desert Health System****DIRECT COST (List each staff classification)**

<b>Payroll:</b>	<b>FTE*</b>	<b>Hourly Rate (avg)</b>	<b>Monthly Salary</b>
Admin/Supervisors	1.00	\$ 20.50	\$ 3,567.16
Lead Person	1.00	\$ 11.28	\$ 1,962.72
Cleaner	1.00	\$ 9.46	\$ 1,646.04
Day Shift	2.90	\$ 10.66	\$ 5,379.04
Evening Shift	8.40	\$ 10.66	\$ 15,580.66
Graveyard Shift	1.40	\$ 10.66	\$ 2,596.78

<b>Total Salaries and Wages</b>	<b>\$ 30,732.38</b>
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\*FTE = Full Time Equivalent Positions

<b>Employee Benefits</b>	<b>No. of Employees</b>	<b>Monthly Cost per FTE (avg)</b>	
Medical Insurance	15.70	\$ 27.89	\$ 437.87
Holiday Reserve	13.70	\$ 41.35	\$ 566.50
Vacation & Sick Leave	13.70	\$ 149.23	\$ 2,044.44
<b>Total Benefits</b>			<b>\$ 3,048.81</b>

**Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)**

FICA & MDCR	\$ 2,592.76
FUTA	\$ 271.13
SUI	\$ 960.46
CGL	\$ 669.94
Worker's Comp	\$ 2,970.15

<b>Total Payroll Taxes</b>	<b>\$ 7,464.44</b>
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**Supplies & Services**

Uniforms	\$ 195.26
Paper Supplies	\$1,178.75
Trash Liners	\$ 307.50
Hand Soaps	\$358.75
Walk Off Mats	\$ 256.25
Vehicle/Allowance	\$0.00
Gas/Oil	\$ -
Startup Equip	\$ -
Equip Repair	\$100.00
Equip Depreciation	\$ -
Monthly Supplies	\$ 1,257.82
Trash Removal	\$794.38
Pest Control	\$281.88
Mop Cleaning	\$ 102.50
Window Cleaning	\$ 358.75

<b>Total Supplies &amp; Services</b>	<b>\$ 5,191.84</b>
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<b>TOTAL DIRECT COSTS</b>	<b>\$ 46,437.47</b>
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**INDIRECT COST (List all appropriate)**

General Accounting/Bookkeeping	
Management Overhead (Specify)	
Other (Specify): Business License	\$ 205.00
<b>TOTAL INDIRECT COSTS</b>	<b>\$205.00</b>

<b>TOTAL DIRECT AND INDIRECT COST</b>	<b>\$ 46,642.47</b>
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PROFIT (Please enter percentage:)	6.00%	\$ 2,798.55
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<b>TOTAL MONTHLY COSTS</b>	<b>\$ 49,441.02</b>
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NOTE: The Total Monthly Unscheduled Work Fund (Sub-paragraph 5.7 in Agreement) Cost is \$2,472.05, for emergency or expanded services only, which is over and above the Total Monthly Costs of \$49,441.02.

**BUDGET SHEET FOR HOUSEKEEPING SERVICES****AT: Acton Health Clinic****DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate (avg)	Monthly Salary
0	0.00	\$ -	\$ -
0	0.00	\$ -	\$ -
0	0.00	\$ -	\$ -
Housekeeper	1.40	\$ 9.46	\$ 2,304.46
Floorcare	0.07	\$ 9.46	\$ 113.64

**Total Salaries and Wages**      **\$ 2,418.10**

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE (avg)
Medical Insurance	1.47	\$ -
Holiday Reserve	1.47	\$ 36.18
Vacation & Sick Leave	1.47	\$ 94.96

**Total Benefits**      **\$ 192.65**

**Payroll Taxes** (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)

FICA & MDCR	\$ 199.72
FUTA	\$ 20.89
SUI	\$ 3.92
CGL	\$ 41.77
Worker's Comp	\$ 295.01

**Total Payroll Taxes**      **\$ 717.96**

**Supplies & Services**

Uniforms	\$ 14.69
Paper Supplies	\$ 600.00
Trash Liners	\$ -
Hand Soaps	\$ -
Walk Off Mats	\$ -
Vehicle/Allowance	\$ -
Gas/Oil	\$ -
Startup Equip	\$ -
Equip Repair	\$ -
Equip Depreciation	\$ -
Monthly Supplies	\$ 234.97
Trash Removal	\$ -
Pest Control	\$ -
P.Lot Sweeping	\$ -
Window Cleaning	\$ 110.00

**Total Supplies & Services**      **\$ 959.66**

**TOTAL DIRECT COSTS**      **\$ 4,288.37**

**INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping  
Management Overhead (Specify)  
Other (Specify):      Business License

**\$ -**  
**TOTAL INDIRECT COSTS**      **\$124.53**

**TOTAL DIRECT AND INDIRECT COST**      **\$ 4,412.90**

PROFIT (Please enter percentage:)      6.22%      **\$ 274.48**

**TOTAL MONTHLY COSTS**      **\$ 4,687.38**

NOTE: The Total Monthly Unscheduled Work Fund (Sub-paragraph 5.7 in Agreement) Cost is \$234.37, for emergency or expanded services only, which is over and above the Total Monthly Costs of \$4,687.38.

**BUDGET SHEET FOR HOUSEKEEPING SERVICES****AT: Warm Springs Health Clinic****DIRECT COST (List each staff classification)**

Payroll:	FTE*	Hourly Rate (avg)	Monthly Salary
0	0.00	\$ -	\$ -
0	0.00	\$ -	\$ -
0	0.00	\$ -	\$ -
Housekeeper	1.40	\$ 9.46	\$ 2,304.46
Floorcare	0.07	\$ 9.46	\$ 113.64

**Total Salaries and Wages** \$ **2,418.10**

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE (avg)
Medical Insurance	1.47	\$ -
Holiday Reserve	1.47	\$ 36.18
Vacation & Sick Leave	1.47	\$ 94.96

**Total Benefits** \$ **192.65****Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)**

FICA & MDCR	\$ 199.72	7.65%
FUTA	\$ 20.89	0.80%
SUI	\$ 78.32	3.00%
CGL	\$ 65.27	2.50%
Worker's Comp	\$ 365.51	14.00%

**Total Payroll Taxes** \$ **717.96****Supplies & Services**

Uniforms	\$ 14.69
Paper Supplies	\$ 600.00
Trash Liners	\$ -
Hand Soaps	\$ -
Walk Off Mats	\$ -
Vehicle/Allowance	\$ -
Gas/Oil	\$ -
Startup Equip	\$ -
Equip Repair	\$ -
Equip Depreciation	\$ -
Monthly Supplies	\$ 234.97
Trash Removal	\$ -
Pest Control	\$ -
P.Lot Sweeping	\$ -
Window Cleaning	\$ 110.00

**Total Supplies & Services** \$ **959.66****TOTAL DIRECT COSTS** \$ **4,288.37****INDIRECT COST (List all appropriate)**

General Accounting/Bookkeeping

Management Overhead (Specify)

Other (Specify): Business License

\$ 124.53
<b>TOTAL INDIRECT COSTS</b> <b>\$124.53</b>

**TOTAL DIRECT AND INDIRECT COST**\$ **4,412.90**

PROFIT (Please enter percentage:)

6.22%

\$ **274.48****TOTAL MONTHLY COSTS**\$ **4,687.38**

NOTE: The Total Monthly Unscheduled Work Fund (Sub-paragraph 5.7 in Agreement) Cost is \$234.37, for emergency or expanded services only, which is over and above the Total Monthly Costs of \$4,687.38.

APPROVAL OF ASSIGNMENT AND DELEGATION  
OF HOUSEKEEPING SERVICES AGREEMENT

Amendment No. 1

THIS APPROVAL OF ASSIGNMENT AND DELEGATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and PEDUS SERVICE (hereafter "Assignor"),

and SERVICON SYSTEMS, INC. (hereafter "Contractor" or "Assignee").

WHEREAS, reference is made to that certain document entitled "CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND PEDUS SERVICE FOR HOUSEKEEPING SERVICES", dated August 10, 2004, further identified as Agreement No. 75053 (hereafter "Agreement" or "Contract"); and

WHEREAS, on August 10, 2006, Pedus Service ("Pedus") and Servicon Systems, Inc. ("Servicon") notified the County that Servicon would like to acquire Pedus' Agreements and Pedus would like to assign this Agreement to Servicon effective on the date of Board approval; and

WHEREAS, it is the desire of the parties hereto to assign all of the rights and delegate all of the duties under Agreement No. 75053 from Pedus to Servicon; and

WHEREAS, Agreement provides that further changes to its terms may be made in the form of a written Amendment which is

formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Effective date of Board approval, County consents to the assignment of rights and delegation of duties under Pedus Service Agreement No. 75053 to Servicon.

2. All payments due under Agreement prior to November 30, 2006 shall be paid to Pedus Service. Thereafter, any payments due upon receipt of correct invoice shall be paid to Contractor.

3. County consents to such Assignment and Delegation.

4. All of Pedus Service's rights and duties under Agreement are assigned and delegated to Contractor effective on the date of Board approval. Contractor hereby accepts and assumes all said rights and responsibilities under the Agreement.

5. Subparagraph 8.1, ASSIGNMENT AND DELEGATION, of Paragraph 8.0, STANDARD TERMS AND CONDITIONS, of the body of the Agreement is revised to read as follows:

"8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims,

which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Subparagraph 8.13, CONTRACTOR RESPONSIBILITY AND

DEBARMENT, of Paragraph 8.0, STANDARD TERMS AND CONDITIONS, of the body of the Agreement is revised to read as follows:

"8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its

discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an

opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination

to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence

on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor  
These terms shall also apply to  
Subcontractors of County Contractors."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Rights and Delegation of Duties to be subscribed by its Mayor of said

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Board, and Pedus Service and Servicon Systems, Inc., have caused the same in their respective behalf by their duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

PEDUS SERVICE

Assignor

By Edward F. Mel-Straf  
Signature

EDWARD F. MEL-STRAF  
Printed Name

Title PRESIDENT  
(AFFIX CORPORATE SEAL)

SERVICON SYSTEMS, INC.

Assignee

By Michael Mahdavian  
Signature

MICHAEL MAHDEVIAN  
Printed Name

Title CHAIRMAN AND CEO  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

Contract75053Amend No 1:ds 10/12/06

APPROVAL OF ASSIGNMENT AND DELEGATION  
OF HOUSEKEEPING SERVICES AGREEMENT

Amendment No. 1

THIS APPROVAL OF ASSIGNMENT AND DELEGATION is made and  
entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and PEDUS SERVICE (hereafter  
"Assignor"),

and SERVICON SYSTEMS, INC. (hereafter  
"Contractor" or "Assignee").

WHEREAS, reference is made to that certain document  
entitled "CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND  
PEDUS SERVICE FOR HOUSEKEEPING SERVICES", dated August 10, 2004,  
further identified as Agreement No. 75056 (hereafter "Agreement"  
or "Contract"); and

WHEREAS, on August 10, 2006, Pedus Service ("Pedus") and  
Servicon Systems, Inc. ("Servicon") notified the County that  
Servicon would like to acquire Pedus' Agreements and Pedus would  
like to assign this Agreement to Servicon effective on the date  
of Board approval; and

WHEREAS, it is the desire of the parties hereto to assign  
all of the rights and delegate all of the duties under Agreement  
No. 75056 from Pedus to Servicon; and

WHEREAS, Agreement provides that further changes to its  
terms may be made in the form of a written Amendment which is

formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Effective date of Board approval, County consents to the assignment of rights and delegation of duties under Pedus Service Agreement No. 75056 to Servicon.

2. All payments due under Agreement prior to November 30, 2006 shall be paid to Pedus Service. Thereafter, any payments due upon receipt of correct invoice shall be paid to Contractor.

3. County consents to such Assignment and Delegation.

4. All of Pedus Service's rights and duties under Agreement are assigned and delegated to Contractor effective on the date of Board approval. Contractor hereby accepts and assumes all said rights and responsibilities under the Agreement.

5. Subparagraph 8.1, ASSIGNMENT AND DELEGATION, of Paragraph 8.0, STANDARD TERMS AND CONDITIONS, of the body of the Agreement is revised to read as follows:

"8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims,

which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Subparagraph 8.13, CONTRACTOR RESPONSIBILITY AND

DEBARMENT, of Paragraph 8.0, STANDARD TERMS AND CONDITIONS, of the body of the Agreement is revised to read as follows:

"8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its

discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an

opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination

to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence

on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor  
These terms shall also apply to  
Subcontractors of County Contractors."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Rights and Delegation of Duties to be subscribed by its Mayor of said

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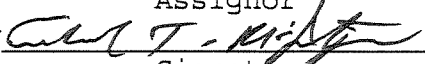
Board, and Pedus Service and Servicon Systems, Inc., have caused the same in their respective behalf by their duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

PEDUS SERVICE

Assignor

By   
Signature

EDWARD T. MCINTIRE

Printed Name

Title RESIDENT  
(AFFIX CORPORATE SEAL)

SERVICON SYSTEMS, INC.

Assignee

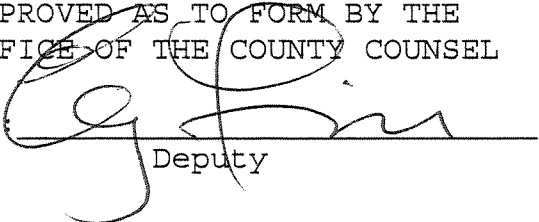
By   
Signature

MICHAEL MAHESIAN

Printed Name

Title CHAIRMAN AND CEO  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

By   
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

Contract75056Amend No 1:ds 10/12/06

APPROVAL OF ASSIGNMENT AND DELEGATION  
OF HOUSEKEEPING SERVICES AGREEMENT

Amendment No. 2

THIS APPROVAL OF ASSIGNMENT AND DELEGATION is made and  
entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006

by and between                      COUNTY OF LOS ANGELES (hereafter  
   "County"),  
  
and                                      PEDUS SERVICE (hereafter  
   "Assignor"),  
  
and                                      SERVICON SYSTEMS, INC. (hereafter  
   "Contractor" or "Assignee").

WHEREAS, reference is made to that certain document  
entitled "CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND  
PEDUS SERVICE FOR HOUSEKEEPING SERVICES", dated August 10, 2004,  
further identified as Agreement No. 75055 and any amendments  
thereto (all hereafter "Agreement" or "Contract"); and

WHEREAS, on August 10, 2006, Pedus Service ("Pedus") and  
Servicon Systems, Inc. ("Servicon") notified the County that  
Servicon would like to acquire Pedus' Agreements and Pedus would  
like to assign this Agreement to Servicon effective on the date  
of Board approval; and

WHEREAS, it is the desire of the parties hereto to assign  
all of the rights and delegate all of the duties under Agreement  
No. 75055 from Pedus to Servicon; and

WHEREAS, Agreement provides that further changes to its  
terms may be made in the form of a written Amendment which is

formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Effective date of Board approval, County consents to the assignment of rights and delegation of duties under Pedus Service Agreement No. 75055 to Servicon.

2. All payments due under Agreement prior to November 30, 2006 shall be paid to Pedus Service. Thereafter, any payments due upon receipt of correct invoice shall be paid to Contractor.

3. County consents to such Assignment and Delegation.

4. All of Pedus Service's rights and duties under Agreement are assigned and delegated to Contractor effective on the date of Board approval. Contractor hereby accepts and assumes all said rights and responsibilities under the Agreement.

5. Subparagraph 8.1, ASSIGNMENT AND DELEGATION, of Paragraph 8.0, STANDARD TERMS AND CONDITIONS, of the body of the Agreement is revised to read as follows:

"8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims,

which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Except for the changes set forth hereinabove,

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Rights

[illegible]

and Delegation of Duties to be subscribed by its Mayor of said Board, and Pedus Service and Servicon Systems, Inc., have caused the same in their respective behalf by their duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

PEDUS SERVICE

Assignor  
By Edmund T. McInyre  
Signature  
Edmund T. McInyre  
Printed Name  
Title PRESIDENT  
(AFFIX CORPORATE SEAL)

SERVICON SYSTEMS, INC.

Assignee  
By Michael M. Mahdavian  
Signature  
MICHAEL MAHDEVIAN  
Printed Name  
Title CHAIRMAN AND COO  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

By [Signature]  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

Contract75055Amend No 2:ds 10/12/06